

**INTERLOCAL COOPERATIVE AGREEMENT
TO PROVIDE LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION
BETWEEN THE CITIES OF ABERDEEN, COSMOPOLIS, ELMA, HOQUIAM,
MCCLEARY, MONTESANO, OAKVILLE, OCEAN SHORES, WESTPORT AND
GRAYS HARBOR COUNTY.**

1. DATE AND PARTIES. This Agreement is dated, for reference purposes only, the 14th day of February 2003, and is entered into by and municipal corporations or towns organized or created under the laws of the State of Washington and the Sheriff's Office of Grays Harbor County.

2. AUTHORITY AND AGREEMENT. This Agreement is entered into as an interlocal agreement pursuant to the Interlocal Cooperation Act as codified in Chapter 39.34 of the Revised Code of Washington, specifically RCW 39.34.080.

3. PURPOSE OF THE AGREEMENT. Each party has the power, authority and responsibility to provide police protection for its citizens within its boundaries. On occasion, demand for law enforcement services within a city of the county may exceed that department's ability to respond in a timely manner. When that occurs, the police department or departments of other cities of the county may be capable of providing backup law enforcement services. In order to fulfill their respective obligations to their citizens, the parties are desirous of providing backup law enforcement services to each other under the terms and conditions set forth below.

4. MUTUAL AID LAW ENFORCEMENT SERVICES. Each party will, to the best of its ability, furnish mutual aid law enforcement services to, and at the request of, any other party whose police department is taxed beyond its ability to respond and render law enforcement services in a timely manner. A request for mutual aid law enforcement services shall, if possible, specify the number of police officers or deputies and types of equipment required, and shall further specify where and to whom such officers or deputies are to report or where and to whom equipment should be delivered. Each city and the county shall confer police authority on those police officers from other jurisdictions providing mutual aid law enforcement services and enforcing the requesting departments ordinances. The mutual aid officers shall proceed at the direction of the requesting departments Police Chief, Sheriff or their designee. If, in the exercise of its discretion, the responding department determines that its own police department does not provide the requested mutual aid services, then such department shall immediately notify the requesting department of the formers inability to respond. The responding department shall be the sole judge of its police department's ability to respond and assumes no liability for declining to respond. The requesting department shall replace supplies needed and/or used by mutual aid officers or deputies, including food, gas, and tear or CS gas.

5. SERVICES INCLUDED. For purposes of this Agreement, mutual aid law enforcement services shall mean supplemental response to assist at least one officer from the primary agency. Such services will typically be of a first responder type of service such as patrol response. Mutual aid law enforcement services shall also mean the provision of law enforcement equipment to a requesting department. The requesting department will be responsible for repairing or replacing lost or damaged equipment provided under this agreement.

6. RELEASE OF MUTUAL AID SERVICES. At the discretion of the requesting department's Police Chief or Sheriff, or their designee, any mutual aid officers or deputies shall withdraw from the jurisdiction when requested. Mutual aid officers or deputies shall be released by the requesting department as soon as their services are no longer required or when the mutual aid officers or deputies are needed within their normal jurisdiction of operation.

7. TERM. This Agreement shall be effective on the 14th day of February 2003, for one (1) year regardless of the date of execution and shall be automatically renewed each successive year. Any party may terminate its participation in this Agreement by giving 60 days notice of termination to the other parties hereto.

8. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that in the performance of this Agreement, they are acting as independent contractors and not as agents of each other.

9. INDEMNITY AND HOLD HARMLESS. Each city and county which is a party to this Agreement hereby agrees to accept liability for any act, error or omission of its own employees of whatever kind and nature from whatever cause arising out of or connected with the performance of this Agreement, and to indemnify and hold the other cities and the county and their employees harmless from any such liability, claim, or cause of action, including amounts arising out of the performance, by that city's and their county's employees, of this Agreement. All liability for salaries, wages, workers compensation benefits and other compensation of law enforcement officers shall be that of their respective employers.

10. GOVERNING BODY. A joint board consisting of the Police Chief of each named municipality and the Grays Harbor County Sheriff shall administer this Agreement. Meetings may be called upon the request of any 3 board members with 7 days minimum notice.

11. COUNTERPARTS. This Agreement shall be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

12. MODIFICATION. The parties may amend, modify, or supplement this Agreement only by written agreement executed by the parties hereto.

13. MERGER AND ENTIRE AGREEMENT. This Agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this Agreement and constitutes an entire contract between the parties.

Signature page immediately following. (nine original pages to be signed by each agency listed. Each agency will then receive one original page once all agencies have signed)

**INTERLOCAL COOPERATIVE AGREEMENT
TO PROVIDE LAW ENFORCEMENT MUTUAL AID AND MOBILIZATION
BETWEEN THE CITIES OF ABERDEEN, COSMOPOLIS, ELMA, HOQUIAM,
MCCLEARY, MONTESANO, OAKVILLE, OCEAN SHORES, WESTPORT AND
GRAYS HARBOR COUNTY.**

City of Aberdeen

By: _____
Mayor

City of Montesano

By: _____
Mayor

City of Cosmopolis

By: _____
Mayor

City of Oakville

By: _____
Mayor

City of Elma

By: _____
Mayor

City of Ocean Shores

By: _____
Chief of Police

City of Hoquiam

By: _____
Mayor

City of Westport

By: _____
Mayor

City of McCleary

By: Wallace Bentley
Mayor

County of Grays Harbor

By: _____
Grays Harbor County Sheriff